



Health Services
LOS ANGELES COUNTY

June 12, 2007

**Los Angeles County
Board of Supervisors**

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through leadership,
service and education.*



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The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF AN AGREEMENT WITH THE AMERICAN RED CROSS,
GREATER LOS ANGELES CHAPTER**
(All Districts) (3 Votes)

**JOINT RECOMMENDATION WITH THE DIRECTOR OF PUBLIC HEALTH
THAT YOUR BOARD:**

1. Approve and instruct the Director of Health Services, or his designee, and the Director of Public Health, or his designee, to sign an Agreement, substantially similar to Exhibit I, with the American Red Cross, Greater Los Angeles Chapter (Chapter), that defines the roles, responsibilities and cooperative status between the Chapter, the Department of Health Services (DHS), and the Department of Public Health (DPH), in preparing for and responding to disaster relief situations, commencing upon Board approval and continuing at no County cost until either party terminates or modifies this Agreement.
2. Approve and instruct the Director of Health Services, or his designee, and the Director of Public Health, or his designee, to enter into future Agreements, substantially similar to Exhibit I, with the other Los Angeles County Chapters of the American Red Cross (ARC), upon review and approval by County Counsel and Chief Administrative Office (CAO), and notification to your Board to ensure coordinated disaster relief services, commencing upon Board approval and continuing until either party terminates or modifies this Agreement.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

The purpose of the recommended actions is to: 1) establish a cooperative Agreement between DHS, DPH, and Chapter, for the purpose of establishing the roles, responsibilities and cooperative status between these Departments and the Chapter in preparing for and responding to disaster relief situations occurring in Los Angeles County, and 2) authorize DHS and DPH to establish future Agreements between the County and chapters of the ARC in Los Angeles County, in planning, preparing for, responding to, recovering from, and mitigating disasters that impact the physical and emotional needs of individuals and families.

The Agreement sets forth the broad framework for cooperation between the Chapter and the County in rendering assistance and service to victims of a disaster in Los Angeles County. The delegated authority to enter into future Agreements will allow DHS, DPH, and other L.A. County chapters of ARC to cooperate within this same framework.

IMPLEMENTATION OF STRATEGIC PLAN GOALS:

These actions support the County's Strategic Plan Goal No. 3 for Organizational Effectiveness by collaborating across functional and jurisdictional boundaries to promote regional capabilities for the planning and response to disasters countywide.

FISCAL IMPACT/FINANCING:

There is no subsidy or monetary payment under this Agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

For the last several years, the Department and the ARC have had agreements to coordinate their activities related to disaster response coordination.

On December 3, 2002, the Board approved an Agreement with ARC to prepare for and respond to disaster relief situations occurring in Los Angeles County, through June 30, 2007.

This Agreement will become effective upon Board approval.

The primary responsibility for the general health of a community in a disaster rests with the local health authorities. The Chapter disaster health service activities, as part of disaster response and as part of the community's emergency response system, supplement the existing community health care delivery system.

The Chapter coordinates its overall disaster program with public safety and emergency services efforts. Disaster health services are coordinated with those of local health authorities and the medical and nursing communities.

The Chapter will provide sheltering and mass care to individuals who are displaced by a disaster. The County agrees to work in cooperation with the Chapter to provide medical care, special medical equipment and/or continuing medical surveillance to these individuals. Such individuals may be transferred as soon as possible from a public shelter to an appropriate facility, be cared for by the agency or individual normally responsible for pre-shelter caretaker duties, or be located in the temporary infirmary section of a shelter.

Additionally, the Chapter will provide ARC preparedness training to DHS and DPH staff at no cost to the County and will provide patient/client tracking capabilities.

Attachment A provides additional information.

County Counsel has approved the Agreement (Exhibit I) as to form.

CONTRACTING PROCESS:

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

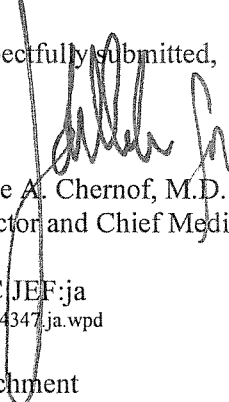
Approval of this Agreement will continue the working relationship that currently exists between the Chapter and the County and will provide the template upon which future disaster plans and response

The Honorable Board of Supervisors
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capabilities are based.

When approved, this Department and the Department of Public Health each require three signed copies of the Board's action.


Respectfully submitted,



Bruce A. Chernof, M.D.
Director and Chief Medical Officer

BAC/JEF:ja
BLCD4347.ja.wpd

Attachment



Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Emergency Medical Services Commission
State Emergency Medical Services Authority

SUMMARY OF AGREEMENT

1. Type of Service:

The Agreement with the American Red Cross, Greater Los Angeles Chapter (Chapter) will enable the Departments of Health Services (DHS) and Public Health (DPH) to prepare and respond to disaster relief situations.

2. Addresses and Contact Persons:

Department of Health Services - Emergency Medical Services (EMS) Agency
5555 Ferguson Drive, Suite 220
Los Angeles, California 90022
Attention: Cathy Chidester, Acting Director
Telephone: (323) 890-7543 Fax: (323) 890-8536
E-mail: cchidester@ladhs.org

Department of Public Health - Public Health Preparedness Office
241 North Figueroa Street, Room 209
Los Angeles, California 90012
Attention: Jonathan E. Freedman, Executive Director
Telephone: (213) 240-8121 Fax: (213) 482-2573
E-mail: jfreedman@ph.lacounty.gov

3. Term:

The term of the Agreement is effective upon Board approval and continuing until either party terminates or modifies this Agreement.

4. Financial Information:

There is no net County cost.

5. Primary Geographic Area to be Served:

Countywide.

6. Accountable for Program Monitoring:

The County's local EMS Agency and Public Health Preparedness Office.

7. Approvals:

Emergency Medical Services Agency: Cathy Chidester, Acting Director

Department of Public Health: Jonathan E. Freedman, Executive Director

Contracts and Grants Division: Cara O'Neill, Chief

County Counsel: Maya Lee, Deputy County Counsel

Contract No. _____

**COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES AND DEPARTMENT OF PUBLIC HEALTH
AND
AMERICAN RED CROSS OF GREATER LOS ANGELES**

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2007,

by and between

**COUNTY OF LOS ANGELES (hereafter
"County"),**

and

**AMERICAN RED CROSS OF GREATER
LOS ANGELES (hereafter "Chapter").**

1. **PURPOSE:** The purpose of this agreement (Agreement) is to define and establish a working relationship between the County of Los Angeles (County) acting through its Department of Health Services (DHS) and Department of Public Health (DPH), and the American Red Cross of Greater Los Angeles (Chapter), a chapter of the American Red Cross (ARC), in planning, preparing for, responding to, recovering from and mitigating disasters that impact the physical and emotional needs of individuals and families. The Agreement sets forth the broad framework for cooperation between the Chapter and the County in rendering assistance and service to victims of disaster in Los Angeles County.

2. **TERM:** This Agreement shall become effective on the date of approval by the Los Angeles County Board of Supervisors and shall remain in effect until terminated as provided herein.

3. **AUTHORITIES:** The County, through DHS and DPH, is authorized to provide for the organization, mobilization, coordination and direction of medical and health services, both public and private, during a disaster. Such authority is granted by the California Emergency Services Act, State of California Emergency Plan, the California Emergency Medical Mutual Aid Plan, the Los Angeles County Code Chapter 2.68, the Los Angeles County Operational Area Plan, the Federal Disaster Relief Act and the California Health and Safety Code, section 1797.200, et. seq.

By congressional charter dated January 5, 1905 (36 U.S. C.) and subsequent statutes (Public Law 93-288), nationwide, ARC has been designated the lead agency through which the American people voluntarily extend assistance to individuals and families in need as a result of disaster. ARC does not have the power to surrender the mandate created by its charter. The legal status of ARC as a unique instrumentality has been confirmed by a unanimous decision of the U.S. Supreme Court in Department of Employment v. United States, 385 U.S. 355 (1966). ARC mitigates suffering by meeting the urgent needs of victims and emergency workers in advance of a potential disaster or immediately after a disaster has struck.

Appropriate Federal, State, and local government agencies may by contract, or otherwise, accept and utilize the services and facilities of ARC, and may distribute through ARC medicines, food, and other consumable supplies of emergency assistance.

The primary responsibility for the general health of a community in a disaster rests with the local health authorities. ARC disaster health service activities, as part of

disaster response and as part of the community's emergency response system, supplement the existing community health care delivery system.

ARC coordinates its overall disaster program with public safety and emergency services efforts. Disaster health services are coordinated with those of local health authorities and the medical and nursing communities.

4. AREAS OF AGREEMENT AND COOPERATION: DHS, DPH and the Chapter agree to cooperate in the following areas:

A. Utilize paid and volunteer staff to meet the community's health needs as a result of a disaster.

B. Provide care to individuals who are sheltered and require medical care, special medical equipment and/or continuing medical surveillance. Such individuals may be transferred as soon as possible from a public shelter to an appropriate facility, or be cared for by the agency or individual normally responsible for pre-shelter caretaker duties, or be located in the temporary infirmary section of a shelter. DHS and DPH have the overall responsibility for the provision of such care with available resources.

C. Provide disaster health services personnel in all ARC shelters. These workers will be available for consultation with the DHS and DPH workers. Chapter has overall responsibility of providing the disaster health services personnel.

D. Participate in County disaster drills to enhance their understanding of roles and responsibilities.

E. Attend and participate in disaster planning meetings focusing on the physical and emotional needs of the community caused by disaster.

Information will be shared to include:

1. Disaster plans and response policies.
2. Mutual aid requests.
3. Expected services.

F. Jointly publish this Agreement and disseminate its content through appropriate channels to executive, managerial, and supervisory staff, as well as, paid and volunteer staff providing disaster response services, and use as a basis of coordination with affiliated, associated, or support units, departments, divisions, or organizations.

Los Angeles County DPH will:

- A. Provide consultation to ARC shelter nurses regarding health assessments and referrals.
- B. Provide environmental health surveillance as necessary for all ARC shelters through its division of Environmental Health.
- C. Provide consultation and training on communicable disease control to shelter staff.
- D. Provide nursing personnel, as available, to ARC shelters when mutual aid is requested through appropriate channels.

Los Angeles County DHS will:

A. Support DPH in providing nursing personnel, as available, to ARC shelters. Such nursing personnel may be obtained through Federal, State, and local resources.

B. Transfer from ARC shelters all persons requiring a fully equipped and properly staffed medical facility or other facility as appropriate. Such transfers will be a high priority based on availability of resources and will be coordinated jointly by the County's Emergency Operations Center and DHS Departmental Operations Center.

Chapter will:

A. Provide ARC preparedness training to DHS and DPH staff at no cost to the County. This training will include, but not be limited, to the following courses:

1. Disaster Health Services Overview and Simulation.
2. Foundations of Disaster Mental Health.
3. First Aid and CPR Training will be provided.

B. Track patients/clients back into alternate facilities or back into communities.

C. Contact EMS Medical Alert Center by phone at (323) 890-7517 whenever staff support is being requested by Chapter under this Agreement. Fax written requests to (323) 890-7624 using the form in Attachment I to identify the resources and the estimated duration of support needed.

In addition, Chapter may assist County in the following activities depending on the availability of personnel and logistical resources, and guidelines from its national headquarters:

- A. Distribution of the Strategic National Stockpile (SNS).
- B. Emergency management of patient tracking/record keeping.
- C. Evacuation support.
- D. Refugee/evacuee support.
- E. Volunteer utilization management.
- F. Mental health services for responders, victims, families and communities.
- G. Mass care, including decontaminated persons, hospital overflow.
- H. Memorial services.

5. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The County acknowledges the existence of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulations. The County, as a provider of medical treatments services, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA. County acknowledges its obligations under HIPAA.

6. INDEMNIFICATION AND INSURANCE: Notwithstanding any other agreements, Chapter agrees to defend, hold harmless, and indemnify County of Los Angeles, County Special Districts, elected or appointed officers, agents, and employees against legal liability, including reasonable attorney's fees, in respect to bodily injury, death, and property damage arising from the negligence of Chapter during its use of the property belonging to County.

Notwithstanding any other agreements, County of Los Angeles agrees to defend, hold harmless, and indemnify its officers, agents, volunteers, and employees from and against any legal liability, including reasonable attorney's fees, in respect to bodily injury, death, and property damage arising from the negligence of County of Los Angeles during its use of the property belonging to Chapter.

7. EFFECTIVE DATE, MODIFICATION, AND TERMINATION: This Agreement shall become effective upon execution below by all parties. It shall continue in force with or without subsequent modification or amendment until it is terminated by either party in writing with a minimum of thirty (30) calendar days prior written notice. Modification shall be by the same means as original execution, including the same obligations of publications and dissemination of such modifications.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Public Health and its

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Director of Health Services, and Chapter has caused this Agreement to be subscribed on its behalf by its duly authorized officer.

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC HEALTH

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES

By _____

By _____

Jonathan E. Fielding, M.D., M.P.H., M.B.A.
Director of Public Health and Health Officer

Bruce A. Chernof, M.D.
Director and Chief Medical Officer

AMERICAN RED CROSS
OF GREATER LOS ANGELES

By _____

[Insert name and title]

APPROVED AS TO FORM:
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER, JR.
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts and Grants Division

AGREECD4347.jca

STAFFING RESOURCE REQUEST FORM

Fax Form to Medical Alert Center:

(323) 890-7624 Fax

Medical Alert Center:

(323) 890-7517 Phone

American Red Cross of Greater Los Angeles	
*Disaster DR # and Name	
Date of Request	
Contact Name and Title	
Phone	
Fax	
Address #1/Location of Shelter	
Address #2/Location of Shelter	
Address #3/Location of Shelter	
Number of Staff Requested	
Length of Assignment	
Shifts Required	
Comments	
ARC Approved By (Name and Title)	
Signature and Date	

*Federal Emergency Management Agency Disaster Number